

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS</b> <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER W56MES-4176-1202		PAGE 1 OF 18	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER W911XK-04-T-0072	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME VERNARD L MOORE				b. TELEPHONE NUMBER (No Collect Calls) 313 226-6433	
6. SOLICITATION ISSUE DATE 13-Aug-2004		8. OFFER DUE DATE/LOCAL TIME 05:00 PM 19 Aug 2004		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	
9. ISSUED BY CONTRACTING DIVISION DETROIT DISTRICT, USAED P.O. BOX 1027 DETROIT MI 48231-1027  TEL: (313) 226-5148 FAX: (313) 226-2209		CODE W911XK		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A)  NAICS: 561730 SIZE STANDARD: 6 million		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	
				13b. RATING		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	
15. DELIVER TO KEWAUNEE AREA OFFICE 124 NORTH MAIN STREET KEWAUNEE WI 54216 TEL: FAX:		CODE		16. ADMINISTERED BY  CODE			
17a. CONTRACTOR/OFFEROR      TEL.		CODE		18a. PAYMENT WILL BE MADE BY  CODE			
FACILITY CODE							
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES <input checked="" type="checkbox"/> TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				29. AWARD OF CONTRACT: REFERENCE <input type="checkbox"/> OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		31c. DATE SIGNED	
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT)  TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)					PAGE 2 OF 18	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
	SEE SCHEDULE					
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____						
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE			
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER		
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY				
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY ( <i>Print</i> )			
			42b. RECEIVED AT( <i>Location</i> )			
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS		

## Section SF 30 - BLOCK 14 CONTINUATION PAGE

GENERAL INFORMATION

This Request for Quotation is for lawn maintenance services for the U.S. Army Corps of Engineers, Detroit, Kewaunee Area office locations in Wisconsin. The lawn service requirement is for one (1) base year and four (4) option year performance periods. Option year work period will begin approx. mid April and end approx. mid November. Exercise of option performance periods will be at the discretion of the government.

In order to be considered for purchase order award, the contractor is required to be registered in the Central Contractor Registration Database (CCR). Please visit web site at [www.ccr.gov](http://www.ccr.gov) to register. Contractors are also required to provide their Dun and Bradstreet number with their price quote.

A MANDATORY site visit is required prior to the submittal of a price quote. Please contact Jim Bonetti or JoAnn Neinas at 920.388.3720 to set up an appointment.

Contractors price quotes can be faxed to Mr. Vernard L. Moore to fax number 313.226.2209.

Note: Applicable wage determination number 94-2575 Rev (20) Area: WI, Green Bay will be incorporated in full text into the purchase order award.

SPECIFICATIONS

## DESCRIPTION/SPECIFICATIONS

1. **PROJECT DESCRIPTIONS AND INFORMATION.** Location – The various sites are located on the Government owned property near and/or along Lake Michigan in Door and Kewaunee Counties in Wisconsin. These locations are denoted on the attached “Mowing Maps” which are marked with the location of all landscape maintenance operations. Only the site at the Kewaunee Area Office yard has a restricted access, therefore work/access at this site shall be coordinated with the Kewaunee Area Office at Kewaunee, Wisconsin.
2. **WORKING HOURS.** Hours – normal working hours for the contractor shall be between the hours of 6:30 a.m. to 5:00 p.m., Monday through Friday, except as specifically approved in advance by the Contracting Officer’s Representative. The contractor shall observe major federal holidays during the mowing season and no work on site will be permitted on any area denoted with restricted access.
3. **DAMAGE OR LOSS OF CONTRACTOR’S PROPERTY.** The contractor is responsible for taking the action necessary to protect all contractor property and the personal property of contractor employees from loss, damage or theft. The government assumes no responsibility for theft, damage, and etc. of the above.
4. **RESTORATION OF LANDSCAPE DAMAGE.** The contractor shall restore all landscape features damaged during mowing and/or trimming operations. Such restoration will be in accordance with the plan submitted for approval by the Contracting Officer’s Representative. This work will be accomplished at the contractor’s expense.

5. **INVOICES.** Invoices shall be prepared monthly and submitted in duplicate to the Contracting Officers Representative, Kewaunee Area Office, 124 North Main Street, Kewaunee, Wisconsin 54216-1041. Each invoice shall contain the following information: Contract number, description of work, quantity of work completed, unit price and extended totals. The invoice, unprocessed, shall be returned to the contractor for resubmittal if the above instructions are not complied with.
6. **SCOPE.** The work will consist of furnishing all labor, materials and equipment necessary to mow and trim grass, weeds, tree/brush sprouts in restricted and unrestricted areas along fences, building, sidewalks, roadways and other structures on government property adjacent to the disposal facilities and/or channels, as indicated on the mowing maps, Attachment 1 – “Mowing Maps”. Unless otherwise indicated on the attached maps, mowing and trimming will be performed to the edge of the denoted areas. (Note: Along certain areas of the CDF’s, a sharp drop in elevation will cause some difficulty in using standard mowers, and possibly will require hand trimming. Likewise, these areas which also contain riprap shore protection and those areas along the fence lines, lock walls and dam abutments will sprout and produce growth of a more woody or brushy nature which will require use of a hand weed trimmer.
7. **MOWING REQUESTS.** Mowings and trimmings will be accomplished when directed in writing by the Contracting Officer’s Representative. This directive will be in the form of a mowing request directed to the contractor, which will authorize the contractor to mow and trim any/all the locations at one or more of the designated areas. The mowing request may also state the sequence in which these locations are to be mowed with the stated time limitations listed below applicable.
8. **TIME LIMITATION.** The contractor will be allowed a minimum of three (3) and a maximum of five (5) working days, (exclusive of Saturdays, Sundays and Federal Holidays) to accomplish the mowings of the Kewaunee CDF and Sturgeon Bay Lake Michigan Ship Canal. The contractor will be allowed a minimum of one (1) and a maximum of two (2) working days, (exclusive of Saturdays, Sundays, and Federal Holidays) to accomplish the mowing of the Kewaunee Area Office yard with the starting and completion dates are critical in the performance of this portion of the contract. If work cannot be commenced on the starting date, the contractor shall provide notification to the Contracting Officer’s Representative. Delays in service requiring an extension to the completion date due to inclement weather or conditions beyond the contractor’s control may only be extended with the approval of the Contracting Officer’s Representative.
9. **MOWING FREQUENCY.** It is estimated that two (2) mowings each will be performed at the Kewaunee CDF and Sturgeon Bay Lake Michigan Ship Canal and twelve (12) mowings the Kewaunee Area Office facility before 15 November 2004. For option years, it is estimated that the following mowings will be performed each year; five (5) at Sturgeon Bay, three (3) at the Kewaunee CDF, and twenty-five (25) at the Kewaunee Area Office facility; however, more or less may be required due to climatic conditions.
10. **EQUIPMENT.** The contractor shall use mowing equipment, such as lawn and garden tractors; push mowers, weed eaters, and other power-mowing equipment, and/or manually operated tools. Riding type mowers may be used where practical, however, turf type flotation tires or other approved type tires will be required to prevent tearing up of the turf. Contractor may be held accountable for re-turfing if equipment causes gouging or plowing. Hand mowing equipment shall be required to mow all areas inaccessible to a riding mower. Equipment used for trimming shall be either powered or manually operated, and adequate to provide close trimming. All equipment must be operated in such a manner as to not cause damage to Government property.
11. **MOWING REQUIREMENTS.** Before each mowing, the contractor shall pick up all litter, trash, limbs and other debris and remove it from the area. Mowing in all areas shall be accomplished in a manner that will prevent tearing up or scalping the turf and the vegetation shall be cut to a height of not more than four (4) nor less than two (2) inches above the ground at the Kewaunee CDF and Sturgeon Bay Lake Michigan Ship Canal and shall be cut to a height of not more than three (3) nor less than one and one-half (1-1/2) inches above the ground at the Kewaunee Area Office yard as directed in the mowing request. Vegetation shall be

cut to a uniform height and each pass of the mower shall overlap the previous pass so that no strips or uncut vegetation will result. If for any reason strips or uncut vegetation remain in the mowed area, the strips will be removed, even though it may be several days before the strips are visible. Mower clippings shall not be allowed to pile up or windrow and shall be evenly or uniformly distributed throughout the mowing area. Mowing with farm-type tractors shall not be performed because if the ground is so wet that the mowing operations will cause rutting. Mowing under these conditions shall be accomplished by use of smaller mowing equipment listed above. Mulching type mowers will be allowed, however, any accumulation of grass clippings left on the lawn surface shall be distributed as specified above. All areas that cannot be cut with mowers shall be hand cut, pulled or trimmed. No line type trimmer shall be used to trim around unprotected small or young plants or trees. Mowing and trimming shall be done at approximately the same time, but in no case shall they be further apart than two (2) days. Clippings and trimmings shall be cleaned off roadways, parking lots, sidewalks and concrete abutments, etc. after each mowing. Any damage to trees or shrubbery caused by mowing or trimming shall be restored at the contractor's expense as specified in paragraph RESTORATION of LANDSCAPE DAMAGE.

12. LEAF REMOVAL (Kewaunee Area Office yard only). When directed, the contractor shall pick up by raking, mulching, or other means, all leaf coverage of the mowing areas and place it in refuse containers or remove it from the area with such work considered as an extra mowing.
13. PAYMENT. Work performed as prescribed by these specifications and as directed by each mowing request, shall be paid for at the unit price specified in the contract. No payment shall be made until the site has been inspected and accepted by the Contracting Officers Representative. The unit price shall be full compensation for performance of all work as specified.

## Section SF 1449 - CONTINUATION SHEET

0001	12	Each	_____	_____
LAWN MAINTENANCE AND LEAF REMOVAL SERVICES IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS AT THE KEWAUNEE AREA OFFICE FACILITY BEGINNING APPROXIMATELY 23 AUGUST 2004 THRU 15 NOVEMBER 2004.				
0002	2	Each	_____	_____
LAWN MAINTENANCE SERVICES AT THE CORPS OF ENGINEERS CONFINED DISPOSAL AREA, KEWAUNEE, WISCONSIN, BEGINNING APPROXIMATELY 23 AUGUST 2004 THRU 15 NOVEMBER 2004 IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS.				
0003	2	Each	_____	_____
LAWN MAINTENANCE SERVICES AT STURGEON BAY, WISCONSIN SHIP CANAL GOVERNMENT OWNED PROPERTY BEGINNING APPROXIMATELY 23 AUGUST 2004 THRU 15 NOVEMBER 2004 IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.				
0004 OPTION	25	Each	_____	_____
OPTION YEAR (1) LAWN MAINTENANCE AND LEAF REMOVAL SERVICES IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS AT THE KEWAUNEE AREA OFFICE FACILITY.				

0005 OPTION	3	Each	_____	_____
OPTION YEAR (1) LAWN MAINTENANCE SERVICES AT THE CORPS OF ENGINEERS CONFINED DISPOSAL AREA, KEWAUNEE, WISCONSIN IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS.				
0006 OPTION	5	Each	_____	_____
OPTION YEAR (1) LAWN MAINTENANCE SERVICES AT STURGEON BAY, WISCONSIN SHIP CANAL GOVERNMENT OWNED PROPERTY IIN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.				
0007 OPTION	25	Each	_____	_____
OPTION YEAR (2) LAWN MAINTENANCE AND LEAF REMOVAL SERVICES IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS AT THE KEWAUNEE AREA OFFICE FACILITY.				
0008 OPTION	3	Each	_____	_____
OPTION YEAR (2) LAWN MAINTENANCE SERVICES AT THE CORPS OF ENGINEERS CONFINED DISPOSAL AREA, KEWAUNEE, WISCONSIN IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS.				
0009 OPTION	5	Each	_____	_____
OPTION YEAR (2) LAWN MAINTENANCE SERVICES AT STURGEON BAY, WISCONSIN SHIP CANAL GOVERNMENT OWNED PROPERTYIIN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.				

0010 OPTION	25	Each	_____	_____
OPTION YEAR (3) LAWN MAINTENANCE AND LEAF REMOVAL SERVICES IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS AT THE KEWAUNEE AREA OFFICE FACILITY.				
0011 OPTION	3	Each	_____	_____
OPTION YEAR (3) LAWN MAINTENANCE SERVICES AT THE CORPS OF ENGINEERS CONFINED DISPOSAL AREA, KEWAUNEE, WISCONSIN IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS.				
0012 OPTION	5	Each	_____	_____
OPTION YEAR (3) LAWN MAINTENANCE SERVICES AT STURGEON BAY, WISCONSIN SHIP CANAL GOVERNMENT OWNED PROPERTY IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.				
0013 OPTION	25	Each	_____	_____
OPTION YEAR (4) LAWN MAINTENANCE AND LEAF REMOVAL SERVICES IN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS AT THE KEWAUNEE AREA OFFICE FACILITY.				



0014 OPTION	3	Each	_____	_____
OPTION YEAR (4) LAWN MAINTENANCE SERVICES AT THE CORPS OF ENGINEERS CONFINED DISPOSAL AREA, KEWAUNEE, WISCONSINIIN ACCORDANCE WITH THE ATTACHED WORK SPECIFICATIONS.				

0015 OPTION	5	Each	_____	_____
OPTION YEAR (4) LAWN MAINTENANCE SERVICES BAY, WISCONSIN SHIP CANAL GOVERNMENT OWNED PROPERTY IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS.				

TOTAL AMOUNT OF QUOTE

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### DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	13-NOV-2004	12	KEWAUNEE AREA OFFICE 124 NORTH MAIN STREET KEWAUNEE WI 54216 FOB: Destination	
0002	13-NOV-2004	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0003	13-NOV-2004	2	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0004	15-NOV-2005	25	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0005	15-NOV-2005	3	(SAME AS PREVIOUS LOCATION) FOB: Destination	
0006	15-NOV-2005	5	(SAME AS PREVIOUS LOCATION) FOB: Destination	

0007	13-NOV-2006	25	(SAME AS PREVIOUS LOCATION) FOB: Destination
0008	13-NOV-2006	3	(SAME AS PREVIOUS LOCATION) FOB: Destination
0009	13-NOV-2006	5	(SAME AS PREVIOUS LOCATION) FOB: Destination
0010	13-NOV-2007	25	(SAME AS PREVIOUS LOCATION) FOB: Destination
0011	13-NOV-2007	3	(SAME AS PREVIOUS LOCATION) FOB: Destination
0012	13-NOV-2007	5	(SAME AS PREVIOUS LOCATION) FOB: Destination
0013	13-NOV-2008	25	(SAME AS PREVIOUS LOCATION) FOB: Destination
0014	13-NOV-2008	3	(SAME AS PREVIOUS LOCATION) FOB: Destination
0015	13-NOV-2008	5	(SAME AS PREVIOUS LOCATION) FOB: Destination

#### CLAUSES INCORPORATED BY REFERENCE

52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2003
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items	JUN 2004
52.217-5	Evaluation Of Options	JUL 1990

#### CLAUSES INCORPORATED BY FULL TEXT

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2004)

(a) Definitions. As used in this provision:

"Emerging small business" means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

"Forced or indentured child labor" means all work or service-

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

Service-disabled veteran-owned small business concern--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

Veteran-owned small business concern means a small business concern--

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern--

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; or

(2) Whose management and daily business operations are controlled by one or more women.

"Women-owned business concern" means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

## (3) Taxpayer Identification Number (TIN).

☐ TIN:-----☐ TIN has been applied for.☐ TIN is not required because:☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;☐ Offeror is an agency or instrumentality of a foreign government;☐ Offeror is an agency or instrumentality of the Federal Government.

## (4) Type of organization.

☐ Sole proprietorship;☐ Partnership;☐ Corporate entity (not tax-exempt);☐ Corporate entity (tax-exempt);☐ Government entity (Federal, State, or local);☐ Foreign government;☐ International organization per 26 CFR 1.6049-4;☐ Other-----

## (5) Common parent.

☐ Offeror is not owned or controlled by a common parent;☐ Name and TIN of common parent:

Name-----

TIN-----

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ( ) is, ( ) is not a small business concern.

(2) Veteran-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. (Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.) The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

(6) Women-owned business concern (other than small business concern). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents that it ( ) is, a women-owned business concern.

(7) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:

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(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) (Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs).) The offeror represents as part of its offer that it ( ) is, ( ) is not an emerging small business.

(ii) (Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs).) Offeror represents as follows:

(A) Offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Average Annual

Number of Employees Gross Revenues

\_\_\_ 50 or fewer \_\_\_ \$1 million or less

\_\_\_ 51 - 100 \_\_\_ \$1,000,001 - \$2 million

\_\_\_ 101 - 250 \_\_\_ \$2,000,001 - \$3.5 million

\_\_\_ 251 - 500 \_\_\_ \$3,500,001 - \$5 million

\_\_\_ 501 - 750 \_\_\_ \$5,000,001 - \$10 million

\_\_\_ 751 - 1,000 \_\_\_ \$10,000,001 - \$17 million

\_\_\_ Over 1,000 \_\_\_ Over \$17 million

(9) (Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns or FAR 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.)

(i) General. The offeror represents that either--

(A) It ( ) is, ( ) is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It ( ) has, ( ) (has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. (The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: \_\_\_\_\_.)

(10) HUBZone small business concern. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.) The offeror represents, as part of its offer, that--

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. (The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.) Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Certifications and representations required to implement provisions of Executive Order 11246--

(1) Previous Contracts and Compliance. The offeror represents that--

(i) It ( ) has, ( ) has not, participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation, the and

(ii) It ( ) has, ( ) has not, filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that--

(i) It ( ) has developed and has on file, ( ) has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It ( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) Buy American Act Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) 52.225-1, Buy American Act --Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Supplies."

(2) Foreign End Products:

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(g)(1) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms ``component," ``domestic end product," ``end product," ``foreign end product," and ``United States" are defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act."

(ii) The offeror certifies that the following supplies are FTA country end products or Israeli end products as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act":

FTA Country or Israeli End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled ``Buy American Act--Free Trade Agreements--Israeli Trade Act." The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

(2) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate I (Jan 2004). If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian End Products:

Line Item No.

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(List as necessary)

(3) Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate, Alternate II (Jan 2004). If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled "Buy American Act--Free Trade Agreements--Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.

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Country of Origin

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(List as necessary)

(4) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made, designated country, Caribbean Basin country, or FTA country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made, designated country, Caribbean Basin country, or FTA country end products.

Other End Products

Line Item No.:-----

Country of Origin:-----

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items subject to the Trade Agreements Act, the Government will evaluate offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made, designated country, Caribbean Basin country, or NAFTA country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Debarment, Suspension or Ineligibility for Award (Executive Order 12549). The offeror certifies, to the best of its knowledge and belief, that --

(1) The offeror and/or any of its principals ( ) are, ( ) are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency, and

(2) ( ) Have, ( ) have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and ( ) are, ( ) are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (j)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed End Product

Listed End Product	Listed Countries of Origin:
.	.
.	.
.	.

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (j)(1) of this provision, then the offeror must certify to either (j)(2)(i) or (j)(2)(ii) by checking the appropriate block.]

( ) (i) The offeror will not supply any end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

( ) (ii) The offeror may supply an end product listed in paragraph (j)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

#### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within one (1) month of the start of the performance period.

(End of clause)